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8

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 JENNIFER BENTLEY, as Trustee of
12 the 2001 Bentley Family Trust,

13 Plaintiff,

14 vs.

15 UNITED OF OMAHA LIFE
16 INSURANCE COMPANY,

17 Defendant.
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Case No. 2:15-cv-07870-DMG (AJWx)
(Honorable Dolly M. Gee)

**APPENDIX OF EXHIBITS IN
SUPPORT OF DEFENDANT
UNITED OF OMAHA LIFE
INSURANCE COMPANY'S NOTICE
OF MOTION AND MOTION FOR
SUMMARY JUDGMENT, OR IN
THE ALTERNATIVE, PARTIAL
SUMMARY JUDGMENT**

Hearing Date: August 3, 2018
Hearing Time: 2:00 p.m.
Courtroom: 8C

[Filed concurrently with: Notice of Motion; Memorandum of Points and Authorities in support of United of Omaha's Motion for Summary Judgment; Declaration of Veronica Dougherty, Declaration of Jenny H. Wang; Statement of Uncontroverted Facts and Conclusions of Law; Request for Judicial Notice; and [Proposed] Judgment]

[Filed Concurrently with Parties' Joint Stipulation of Facts and Index of Evidence per Dkt. ##140, 141]
Complaint Filed: August 27, 2015
Discovery Cut-off: June 1, 2018

Defendant United of Omaha Life Insurance Company (“United”) submits the following Appendix of Exhibits in support of its Motion for Summary Judgment, or in the alternative Partial Summary Judgment, in the above-captioned action:

Ex. No.	Description
1	Communications with policyholder regarding Policy No. 8448979 reflecting failure to pay the premiums and interest on the loan, which caused the policy to terminate due to inadequate cash value. (United 673-674, 676-679, 985)
2	Communications with policyholder regarding Policy No. 7997098 reflecting failure to pay the premiums and interest on the loan, which caused the policy to terminate due to inadequate cash value. (United 687-690, 693, 998-999)
3	Communications with policyholder regarding Policy No. 5554559 reflecting failure to pay the premiums and interest on the loan, which caused the policy to terminate due to inadequate cash value. (United 914-917, 919, 1016)
4	Communications with policyholder regarding Policy No. UA7820542 reflecting failure to pay the premiums and interest on the loan, which caused the policy to terminate due to inadequate cash value. (United 723-731)
5	Communications with policyholder regarding Policy No. BU1105227 documenting the increase in premium from \$34.60/mo. to \$244.13/mo. (United 2730)
6	Communications with policyholder regarding Policy No. BU1133356 documenting the increase in premium from \$675.40/quarter to \$5,315.75/quarter (United 2733)

Ex. No.	Description
7	Communications with policyholder regarding Policy No. BU1152776 documenting the increase in premium from \$1,095.12/semi-annual to \$8,064.68/semi-annual (United 2750)
8	The internet-based System for Electronic Rate and Form Filing, referred to in the insurance regulatory industry by its acronym, "SERFF," which are found on the website of the DOI (Dkt. #30-2)
9	Documents produced by the California Department of Insurance ("DOI") pursuant to United's Public Records Act request for documents relating to the prospective application of Insurance Code statutes enacted pursuant to California Assembly Bill 1747 of 2012. (UNITED 567-625)
10	Letters between the DOI and counsel for Plaintiff regarding the denial of her claim by United, as produced by Plaintiff in this action, setting forth the position of the DOI that the Statutes do not apply to her claim since the life insurance policy United issued to Eric Bentley was issued prior to the effective date of the Statutes. (BENTLEY 1-8)
11	The First Amended Complaint in <i>Moriarty v. American General</i> , pending in the United States District Court for the Southern District of California, Case No. 3:17-CV-01709-BTM-WVG, filed October 19, 2017.
12	The First Amended Complaint in <i>McHugh v. Protective Life Insurance Company</i> , San Diego Superior Court, Case No. 37-2014-00019212-CU-IC-CTL, filed on or about January 9, 2015.
13	The Complaint in <i>Rosen v. Pacific Life Insurance Company</i> , Orange County Superior Court, Case No. 30-2015-00774924, filed March 4, 2015.
14	The Complaint in <i>Mojgan Gholamnejad v. Pruco Life Insurance Company</i> , United States District Court for the Northern District of

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Ex. No.	Description
	California, Case No. 5:16-cv-06151-BLF, filed October 25, 2016.
15	The Joint Case Management Conference Statement in <i>Mojgan Gholamnejad v. Pruco Life Insurance Company</i> , United States District Court for the Northern District of California, Case No. 5:16-cv-06151-BLF, filed February 15, 2017.
16	The Second Amended Complaint in <i>Fernando Matos v. Jackson National Life Insurance Company</i> , United States District Court for the Central District of California, Case No. 2:17-cv-04010-AB-SS, filed July 5, 2017.
17	Relevant portions from the transcript of Kimberly Meyerring’s December 13, 2017 deposition taken in this action.
18	A letter dated June 15, 2016 from the DOI to Mutual of Omaha regarding its rating and underwriting examination of United and its related companies (Exhibit 11 to the December 13, 2017 Meyerring deposition)
19	United’s compliance records with respect to the enactment of California Assembly Bill 1747, which is the legislation that enacted Insurance Code sections 10113.71 and 10113.72 (Exhibit 12 to the December 13, 2017 Meyerring deposition)
20	California Insurance Code sections 396, 570, 4064, 10089.2, 10101, 10110.6, 10112.1, 10112.9, 10112.27, 10113.95, 10123.91, 10128.4, 10144.3, 10717, and 11588 – each of which specifically refers to a policy that is renewed.
21	Documents produced by Transamerica Premier Life Insurance Company (“TPLIC”) in response to Plaintiff’s subpoena duces tecum issued in this action, consisting of emails from an insurer trade association, Association of California Life & Health Insurance Companies (TPLIC 1-10), as well as a declaration from TPLIC.

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2 DATED: June 15, 2018

HINSHAW & CULBERTSON LLP

3 By: /s/ Jenny H. Wang

4 Martin E. Rosen

Larry M. Golub

Jenny H. Wang

5 Attorneys for Defendant

6 United of Omaha Life Insurance

7 Company

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